

ARTICLE NINE

BANKING, ACCOUNTING, BOOKS AND RECORDS

Section 9.01 - Banking. All funds of the Partnership shall be deposited in a separate bank account or accounts as shall be established and designated by the General Partner. Withdrawals from any such bank accounts shall be made upon such signature or signatures as the General Partner may designate.

Section 9.02 - Maintenance of Books and Accounting Method. The General Partner shall keep or cause to be kept full, complete and accurate accounts of the transactions of the Partnership in proper books of account in accordance with generally accepted accounting principles, as varied by the appropriate regulatory authorities. Such books and records shall be maintained or available on notice at the principal place of business of the General Partner and be made available for reasonable inspection, examination and copying by the Limited Partners or their respective duly authorized agents or representatives upon three business days' notice to the General Partner.

Section 9.03 - Fiscal Year; Partnership Tax Returns. The fiscal year of the Partnership shall begin on the first day of January in each year and end on the 31st day of December in each year. The General Partner shall cause to be filed the federal income tax partnership return and all other tax returns required to be filed for the Partnership for all applicable tax years and shall furnish as promptly as practicable a statement of each

Limited Partner's allocated share of income, gains, losses, deductions and credits for such taxable year. The General Partner shall be the Tax Matters Partner, as defined in Section 6231(a)(7) of the Internal Revenue Code.

ARTICLE TEN

LIMITED PARTNERS

Section 10.01 - Limited Partners Not to Take Part in Business. The Limited Partners, acting in their capacity as a Limited Partner, shall not take part in or interfere in any manner with, the conduct or control of the Partnership business, nor shall the Limited Partners have any right or authority to act for or bind the Partnership, or to remove the General Partner, except for cause.

Section 10.02 - Limitation on Liability of Limited Partners. The liability of each Limited Partner to provide funds or any other property to the Partnership shall be limited to the amount of Capital Contributions which the Limited Partners makes or otherwise agrees to make pursuant to the provisions of Article Five. The obligation of any Limited Partner to return of any distributions previously made shall be as set forth in the statute governing these Articles. Subject to the provisions of the Michigan Revised Uniform Limited Partnership Act, the Limited Partners shall have no further liability to contribute money to the Partnership for, or in respect of, the liabilities or obligations of the Partnership and shall not be personally liable for any obligations of the Partnership.

Section 10.03 - Resale of Cellular Service. Nothing herein shall preclude any Limited Partner or any Affiliate thereof from reselling Cellular Service or selling or leasing terminal equipment used in connection with Cellular Service independently from the Partnership, whether within or outside the RSA. Neither the Limited Partners nor any Affiliates thereof shall be funded or staffed by the Partnership for such provision of Cellular Service or resale activities and any transactions between any such Limited Partner or Affiliate, and the Partnership shall be on an arms-length basis and on prices, terms and conditions equivalent to the prices, terms and conditions of any agreements between the Partnership and other resellers of Cellular Service.

Section 10.04 - Cellular Service in Other Areas. Nothing herein shall preclude any Limited Partner or an Affiliate thereof from providing Cellular Service in areas other than the RSA. Any such Limited Partner or Affiliate shall however withdraw from the Partnership pursuant to Article Twelve prior to seeking any regulatory approval to provide Cellular Service within the RSA.

ARTICLE ELEVEN

TRANSFER OF LIMITED PARTNER'S INTEREST

Section 11.01 - Limitation on Transfer; Right of First Refusal. Except as otherwise provided in this Article Eleven, any Limited Partner may transfer all or any part of its Partnership Interest to an Affiliate thereof at any time and the transfer permitted in the Post-Filing Settlement Agreement for Michigan RSA

Number 120 signed by all Partners herein may be made at any time without any consent or restriction from the General Partner or any other Limited Partner. Otherwise, subject to all other applicable provisions of this Article Eleven, there shall be no sale, exchange or other transfer or assignment ("Transfer") of any of a Limited Partner's Partnership Interest to a non-Affiliate without the prior written consent of the General Partner, which consent shall not be unreasonably withheld.

In addition, before any Limited Partner so Transfers any of its Partnership Interest to a non-Affiliate of such Limited Partner, it shall offer, by giving written notice to each other Partner, all but not less than all of the Partnership Interest proposed to be Transferred for the price at which and the terms under which such non-Affiliate has offered in writing to pay for such Partnership Interest. It shall attach the written offer from the non-Affiliate to its notice to the Partners. Each Partner shall initially be entitled to purchase that fraction of the offering Partner's Partnership Interest equal to its Partnership Interest divided by the Partnership Interests of all Partners other than the Partner proposing the Transfer. Each offeree Partner shall exercise its right to purchase by giving written notice to the General Partner within thirty (30) days after it receives the notice from the Transferring Partner. If any offeree Partner does not timely exercise its right to purchase hereunder ("Declining Partner"), the General Partner shall immediately notify in writing the Partners who did exercise their right to purchase of that fact. In such event, any Partner who did

exercise such right shall be entitled to purchase that fraction which the Declining Partners had a right to purchase equal to its Partnership Interest divided by the Partnership Interests of all Partners who did exercise their initial right to purchase, by giving written notice to the General Partner within ten (10) days after it receives the written notice from the General Partner referred to in the sentence immediately above.

If less than all of the Partnership Interest is subscribed for, the General Partner shall be entitled to purchase the unsubscribed Partnership Interest by written notice to the Partner proposing the Transfer within ten (10) days after the last period specified above for notice of the intention of the offeree Partners. If the Partners eligible to purchase subscribe for none or fewer than all of the Partnership Interest offered, the offer shall be deemed rejected, and the Partner proposing the Transfer may, within sixty (60) days, Transfer the Partnership to the non-Affiliate on the same terms and conditions as stated in the written offer. If it does not do so within sixty (60) days, the Partnership Interest shall again become subject to the Provisions of this Section 11.01.

There shall be no Transfer of Ownership of more than 49.9% of the shares or interests in any corporation or entity which owns a Partnership Interest either directly or through an Affiliate ("Subject Entity") without first obtaining a written offer to buy such Partnership Interest from a non-Affiliate and then following the first refusal rights provisions of this Section 11.01 with respect to such offer. If Transfer of

Ownership occurs without compliance with the above, the Subject Entity or its Affiliate shall be deemed to have received an offer to buy its Partnership Interest from a non-Affiliate for a price to be determined by appraisal to be paid by the purchasing Partner or Partners pursuant to the terms of Section 12.02 of this Agreement, and the first refusal rights provisions of this Section 11.01 shall be complied with assuming it had received such a written offer. If the Partners do not exercise their right to purchase, the Subject Entity or its Affiliate may keep its Partnership Interest but will again be subject to the terms hereof with respect to any subsequent Transfer of Ownership.

Section 11.02 - Substitute Limited Partner. No assignee, purchaser or transferee of a Partnership Interest shall have the right to become a substitute Limited Partner, unless:

(a) The transferring Limited Partner has designated such intention in a written instrument of assignment, sale or transfer, a copy of which has been delivered to the General Partner;

(b) The transferring Limited Partner has obtained the written consent of the General Partner, which consent shall not be unreasonably withheld;

(c) The person acquiring the Partnership Interest has adopted and agreed in writing to be bound by all of the provisions hereof, as the same may have been amended;

(d) All documents reasonably required by the General Partner and the Michigan Revised Uniform Limited Partnership Act to effect the substitution of the person acquiring the Partnership

Interest as a Limited Partner shall have been executed and filed at no cost to the Partnership; and

(e) Any necessary prior consents have been obtained from any regulatory authorities;

provided, however, that subsections (a) and (b) above shall not apply in the case of an assignment or sale to an Affiliate of the assignor or seller.

Section 11.03 - Indemnification. Each Limited Partner transferring a Partnership Interest hereby indemnifies the Partnership and the other Partners against any and all loss, damage or expense (including, without limitation, tax liabilities or loss of tax benefits) arising, directly or indirectly, as a result of any transfer or purported transfer in violation of any provision contained in this Article Eleven.

Section 11.04 - Distribution and Allocation Subsequent to Transfer.

(a) The Profits and Losses of the Partnership attributable to any Partnership Interest acquired by reason of the assignment of the Partnership Interest or substitution of a Partner with respect to that Partnership Interest and any distributions made with respect thereto shall be allocated between the assignor and assignee based upon the length of time during any fiscal year of the Partnership, as measured by the effective date of the assignment or substitution, that the Partnership Interest so assigned or with respect to which there is a substitution was owned by each of them.

(b) The effective date of an assignment, sale or transfer of a Limited Partner's Partnership Interest or any portion thereof shall be the date on which written consent has been obtained from the General Partner as provided in Section 11.02(b).

Section 11.05 - Securities Law Representation. Each Limited Partner hereby represents and warrants to the General Partner and to the Partnership that its acquisition of its Partnership Interest is made as principal for its own account for investment purposes only and not with a view to the resale or distribution of such Partnership Interest, except insofar as the Securities Act of 1933, as amended, and any applicable securities laws of any state or other jurisdiction permit such acquisition to be made for the account of others or with a view to the resale or distribution of such Partnership Interest without requiring that such Partnership Interest, or the acquisition, resale, or distribution thereof, be registered under the Securities Act of 1933, as amended, or any applicable securities law of the United States, or any state, or other jurisdiction.

Section 11.06 - Transferee Representation. Each Limited Partner agrees that it will not sell, assign, or otherwise transfer its Partnership Interest to any person who does not similarly represent and warrant and similarly agree not to sell, assign or transfer such interest to any person who does not similarly represent, warrant and agree.

Section 11.07 - Transfer for Security. Any Partner may transfer any or all of its Partnership Interest by way of

security, and the provisions of this Article Eleven shall not apply so long as the Partner remains the legal owner of the Partnership Interest so given as security. However, a Partnership Interest cannot be transferred or sold to satisfy the debt for which it was given as security without complying with the provisions of this Article Eleven, including specifically Section 11.01.

ARTICLE TWELVE

WITHDRAWAL BY LIMITED PARTNER

Section 12.01 - Withdrawal.

(a) Effective upon thirty days' written notice to each Partner, any Limited Partner may withdraw from the Partnership subject to any required regulatory approval.

(b) Any Limited Partner shall promptly withdraw from the Partnership upon the occurrence of default in performance by such Limited Partner of any obligation under this Agreement if such default shall not be corrected within sixty (60) days after the same shall be called to the attention of such Limited Partner by the General Partner by written notice specifying the thing or matter in default and the General Partner chooses to insist upon such withdrawal. The General Partner shall notify each non-defaulting Limited Partner of such default in performance.

(c) Any Limited Partner shall promptly withdraw upon the bankruptcy or assignment for the benefit of creditors of such Limited Partner.

(d) Any Limited Partner shall promptly withdraw upon failure by such Limited Partner to make all of its initial Capital Contribution pursuant to Section 5.01.

(e) Upon withdrawal pursuant to (a), (b) or (c) above, the Limited Partner so withdrawing shall, subject to the provisions of Section 12.02, receive distribution of its Capital Account in cash.

(f) Upon withdrawal pursuant to (a), (b), (c) or (d) above, the proportionate Partnership Interest of the remaining Partners shall be increased pro rata to reflect such withdrawal.

Section 12.02 - Distribution on Withdrawal. If distribution is made pursuant to Section 12.01, amounts payable to the Limited Partner so withdrawing shall be paid to such Limited Partner by the Partnership and may, at the General Partner's option and consistent with regulatory and other legal constraints, be paid in equal annual payments, including interest, over a period not to exceed three years, in order to provide the Partnership sufficient time to raise capital to replace that capital being withdrawn and to ensure the continued provision of Cellular Service. Such interest shall be calculated at a rate equal to one point above the average daily "prime" interest rate for the year preceding the date on which a payment is made and which had been charged on new borrowings by Citibank, N.A., the Chase Manhattan Bank, N.A., and Morgan Guaranty Trust Company of New York, on short-term unsecured loans to their most credit-worthy corporate borrowers, as applied to the outstanding balance due.

ARTICLE THIRTEEN

TRANSFER OF GENERAL PARTNER'S INTEREST

Section 13.01 - Assignment. The Limited Partners hereby consent to an assignment or other transfer by the General Partner of its General Partner's Partnership Interest to an Affiliate of the General Partner, which shall thereupon acquire all rights and obligations of, and shall in all ways be deemed to be, the General Partner hereunder. Such assignment or other transfer shall be subject to the receipt of all required FCC approvals and shall not result in or require dissolution or winding up of the Partnership, and, as further provided in this Article Thirteen, each Limited Partner hereby votes to continue the business of the Partnership with the General Partner as so substituted. The Limited Partners also hereby agree to amend these Articles to reflect such assignment or other transfer and appoint the new General Partner as their agent to make such amendments.

In addition, before the General Partner transfers or assigns any of its Partnership Interest to a non-Affiliate of the General Partner, it shall offer, by giving written notice to each other Partner, all but not less than all of the Partnership Interest proposed to be transferred or assigned for a price at which and the terms under which such non-Affiliate has offered in writing to pay for such Partnership Interest. It shall attach the written offer from the non-Affiliate to its notice to the Partners. Each Partner shall initially be entitled to purchase that fraction of the General Partner's Partnership Interest equal to its

Partnership Interest divided by the Partnership Interests of all Partners other than the General Partner. Each offeree Partner shall exercise its right to purchase by giving written notice to the General Partner within thirty (30) days after it receives the notice from the General Partner. If any offeree Partner does not timely exercise its right to purchase hereunder ("Declining Partner"), the General Partner shall immediately notify in writing the Partners who did exercise their right to purchase of that fact. In such event, any Partner who did exercise such right shall be entitled to purchase that fraction which the Declining Partners had a right to purchase equal to its Partnership Interest divided by the Partnership Interests of all Partners who did exercise their initial right to purchase, by giving written notice to the General Partner within ten (10) days after it receives the written notice from the General Partner referred to in the sentence immediately above.

If the Partners eligible to purchase subscribe for none or fewer than all of the General Partner's Partnership Interest offered, the offer shall be deemed rejected, and the General Partner may, within sixty (60) days, transfer or assign its Partnership Interest to the non-Affiliate on the same terms and conditions as stated in the written offer. If it does not do so within sixty (60) days, the General Partner's Partnership Interest shall again become subject to the Provisions of this Section 13.01. Any such transfer or assignment shall be subject to required regulatory approval.

Section 13.02 - Withdrawal. Withdrawal of the General Partner will cause the dissolution and termination of the Partnership in accordance with the terms of Article Fourteen, except in the case of assignments to its Affiliate as provided in Section 13.01, unless it is continued by the unanimous consent of the remaining Partners given within ninety (90) days thereafter. The General Partner may not withdraw until it has given the other Partners ninety (90) days' notice. If during that time the other Partners unanimously designate a substitute General Partner who will agree to purchase the General Partner's Partnership Interest on terms acceptable to the General Partner and continue the business of the Partnership, subject to required regulatory approval, the General Partner agrees to transfer or assign its Partnership Interest to the designated General Partner. The General Partner shall not unreasonably withhold its acceptance of terms for purchase of its Partnership Interest proposed by the substitute General Partner. Following the withdrawal of the General Partner, the Partnership may continue to provide Cellular Service.

ARTICLE FOURTEEN

DISSOLUTION AND TERMINATION OF LIMITED PARTNERSHIP

Section 14.01 - Dissolution. The Partnership shall be dissolved and terminated if:

(a) The FCC approves these Articles subject to terms and conditions that are unacceptable to the General Partner and at

least one of the Limited Partners and all available administrative and judicial appeals of such FCC approval have been finally exhausted;

(b) The Cellular Radio Decisions are not continued in substantially the same form and such change materially adversely impacts the Partnership's ability to conduct its business and all available administrative and judicial appeals regarding such Cellular Radio Decisions have been finally exhausted;

(c) The FCC finally denies licenses to the Partnership empowering it to construct and provide Cellular Service;

(d) The Partnership applies for and is finally denied state or other regulatory approvals or is granted such approval subject to terms and conditions that are unacceptable to the General Partner and at least one Limited Partner on the grounds that such denial or conditional grant has a materially adverse impact on the Partnership's ability to conduct its business;

(e) The Partners unanimously agree to dissolve and terminate the Partnership and receive any approvals required by the FCC or any other regulatory authority for such dissolution and termination; or

(f) Any other event causing a dissolution under the Michigan Revised Uniform Limited Partnership Act, unless the Partnership is continued by the remaining Partners within ninety (90) days thereafter.

Regarding (c) and (d) above, any such denial of regulatory approval shall not be considered finally denied until

all available administrative and judicial appeals of such denial have been finally exhausted.

Section 14.02 - Winding Up. Upon dissolution of the Partnership, the General Partner shall proceed, subject to the provisions herein, to liquidate the Partnership and apply the proceeds of such liquidation, or to distribute Partnership assets, in the following order of priority:

(a) to creditors, including Partners who are creditors, to the extent otherwise permitted by law, in satisfaction of liabilities of the Partnership other than liabilities for distributions to Partners under Articles Twelve and Thirteen;

(b) To the establishment of any reserve which the General Partner may deem reasonably necessary for any contingent or unforeseen liabilities or obligations of the Partnership. Such reserve may be paid over by the General Partner to any attorney at law or other acceptable party as escrow agent to be held for disbursement in payment of any of the afore-mentioned liabilities and, at the expiration of such period as shall be deemed advisable by the General Partner, for distribution of the balance, in the manner hereinafter provided in this paragraph;

(c) To former Partners in satisfaction of unpaid liabilities at the time of winding up under Articles Twelve and Thirteen; and

(d) To Partners with positive Capital Account balances in accordance with the ratio of their Capital Accounts.

Section 14.03 - Compliance with Timing Requirements of Regulations. In the event the Partnership is "liquidated" within

the meaning of Regulations Section 1.704-1(b)(2)(ii)(g), distributions shall be made pursuant to this Article Fourteen (if such liquidation constitutes a dissolution of the Partnership) to the Partners who have positive Capital Accounts in compliance with Regulations Section 1.704-1(b)(2)(ii)(b)(2). On termination of the Partnership under Section 708(b)(1)(B) of the Code, the amount distributed shall be deemed constructively distributed and re-contributed by each Partner to the Partnership. If any General Partner's Capital Account has a deficit balance (after giving effect to all contributions, distributions (including constructive distributions under Section 708(b)(1)(B) of the Code) and allocations for all taxable years (including the year during which liquidation occurs)), such General Partner shall contribute to the capital of the Partnership the amount necessary to restore such deficit balance to zero in compliance with Regulations Section 1.704-1(b)(2)(ii)(b)(3).

Section 14.04 - Distributions in Kind. Upon dissolution, the General Partner may, in its discretion, (a) liquidate all or a portion of the Partnership assets and apply the proceeds of such liquidation in the priorities set forth in Section 14.02; or (b) hire independent appraisers to appraise the value of Partnership assets not sold or otherwise disposed of (the cost of such appraisal to be considered a debt of the Partnership), allocate any unrealized gain or loss to the Partners' Capital Accounts as though the properties in question had been sold on the date of distribution and after giving effect to any such adjustment and distribute such assets in accordance

with the priorities as set forth in Section 14.02. The General Partner may determine in its sole discretion whether undivided portions of assets distributed in kind will be distributed pro rata to Partners in accordance with their respective Partnership Interests at the time of dissolution; provided, however, that any distributions of unrealized receivables or substantially appreciated inventory within the meaning of Code Section 751 shall be made proportionately to the Partners' Partnership Interests at the time of dissolution unless the Partners otherwise unanimously agree. To the extent practicable, such distributions will take into account the interests of the Limited Partners. In the case of any distribution in kind of Partnership assets under this section to a Partner, the value of the asset determined by appraisal as provided above shall be applied against the Partner's Capital Account.

Section 14.05 - Time for Liquidation. A reasonable amount of time shall be allowed for the orderly liquidation of the assets of the Partnership and the discharge of liabilities to creditors so as to enable the General Partner to minimize any losses which otherwise might be incurred.

ARTICLE FIFTEEN

POWER OF ATTORNEY

Section 15.01 - Grant of Power of Attorney. Each Limited Partner hereby irrevocably constitutes and appoints the General Partner as its true and lawful attorney and agent, in its

name, place and stead to make, execute, acknowledge, and, if necessary, file and record:

(a) Any certificates or other instruments or amendments thereof which the Partnership may be required to file under the laws of each state governing these Articles or pursuant to the requirements of any governmental authority having jurisdiction over the Partnership or which the General Partner shall deem it advisable to file, including, without limitation, these Articles, any amended articles, and a certificate of cancellation;

(b) Any certificates or other instruments (including counterparts of these Articles with such changes as may be required by the law of other jurisdictions) and all amendments thereto which the General Partner deems appropriate or necessary to qualify, or continue the qualification of, the Partnership as a limited partnership (or a partnership in which the Limited Partner has limited liability) and to preserve the limited liability status of the Partnership in the jurisdictions in which the Partnership may own properties, conduct business and acquire investment interests;

(c) Any certificates or other instruments, other than amendments to these Articles, which may be required to admit additional or substitute Limited Partners pursuant to the terms of these Articles, to reflect the withdrawal of any Limited Partner, to reflect changes in Capital Contributions or changes in respective Partnership Interests of the Partners or to effectuate the dissolution and termination of the Partnership, pursuant to Article Fourteen; and

(d) Any amendments to any certificate necessary to reflect any other changes made pursuant to the exercise of the powers of attorney contained in this Article Fifteen.

Section 15.02 - Irrevocable and Coupled with an Interest; Copies to be Transmitted. The powers of attorney granted under Section 15.01 shall be deemed irrevocable and to be coupled with an interest. A copy of each document executed by the General Partner pursuant to the powers of attorney granted in Section 15.01 shall be transmitted to each Limited Partner promptly after the date of the execution of any such document.

Section 15.03 - Survival of Power of Attorney. The powers of attorney granted in Section 15.01 shall survive delivery of an assignment by a Limited Partner of the whole or any portion of its Limited Partner's Partnership Interest, except that if such assignment was of all of its Limited Partner's Partnership Interest and the substitution of the assignee as a Limited Partner has been consented to by the General Partner, the foregoing powers of attorney shall survive the delivery of such assignment for the purpose of enabling the General Partner to execute, acknowledge and file any and all certificates and other instruments necessary to effectuate the substitution of the assignee as a Limited Partner. Such powers of attorney shall survive the dissolution or termination of a Limited Partner and shall extend to such Limited Partner's successors and assigns.

Section 15.04 - Limitation on Power of Attorney. Except as set forth in this Article Fifteen, the General Partner may not modify the terms of this power of attorney or these Articles

without the consent of all of the Limited Partners. The powers of attorney granted under Section 15.01 cannot be utilized by the General Partner to increase or extend any financial obligation or liability of any Limited Partner without the written consent of such Limited Partner.

ARTICLE SIXTEEN

EXCULPATION AND INDEMNIFICATION

Section 16.01 - Exculpation of the General Partner. The General Partner will not be liable for any loss to the Partnership or the Limited Partners by reason of any act or failure to act unless the General Partner was guilty of willful misconduct or gross negligence.

Section 16.02 - Indemnification of the General Partner. The Partnership shall indemnify the General Partner against any loss or damage incurred by the General Partner (including legal expenses) by reason of any acts performed or not performed by the General Partner for and on behalf of the Partnership, unless the General Partner was guilty of willful misconduct or gross negligence. The General Partner shall indemnify the Partnership against any loss by reason of the General Partner's willful misconduct or gross negligence.

ARTICLE SEVENTEEN

AMENDMENTS

Section 17.01 - Amendments. Except for amendments made in accordance with these Articles in connection with assignments

of Partnership Interests by Partners to their Affiliates and to reflect additional or substitute Partners or changes in Capital Contributions, these Articles may not be amended except upon written consent of the General Partner and all the Limited Partners.

Section 17.02 - Execution of Amended Agreements. Each Limited Partner agrees to execute or cause to be executed promptly any amendments to these Articles and certificates of the Partnership reasonably requested by the General Partner and authorized under Section 17.01.

ARTICLE EIGHTEEN

TAX CLAUSE

Section 18.01 - Basis Adjustment. At the request of any Partner, the Partnership shall elect the "optional adjustment to basis of the Partnership property" as provided for under Code Section 754 (or any other section which may be enacted which is similar in nature and purpose to Section 754).

Section 18.02 - Election. The General Partner shall take all actions and do all things necessary to make the election on behalf of the Partnership, including, but not limited to, filing any written statement required to make the election.

Section 18.03 - Alternative Method. If the General Partner refuses or fails to take the necessary actions to make the election on behalf of the Partnership, then the Partner who requested that the Partnership make the election shall be entitled to make the election on behalf of the Partnership.

ARTICLE NINETEEN

TECHNOLOGY AND INFORMATION

Section 19.01 - Technology License. The General Partner shall, on behalf of the Partnership, obtain the right to use hardware and software technology associated with Cellular Service. The General Partner is hereby authorized, on behalf of the Partnership, to engage in negotiations and to enter into contracts for licenses to use cellular hardware, software or related processes. In general, such contracts shall be merely right-to-use contracts and will not vest any title in any Partner to this Agreement.

Section 19.02 - Proprietary Information. All information, including, but not limited to, specifications, microfilm, photocopies, keypunch cards, magnetic tapes, drawings, sketches, models, samples, tools, technical information, data, employee records, maps, customer information, financial reports, and market data marked or identified in writing as proprietary (all hereinafter designated as "Proprietary Information") furnished to or obtained by a Partner from any other Partner, whether written or oral or in other form, shall remain the disclosing Partner's property. All copies of such information, whether written, graphic or other tangible form, shall be returned to the disclosing Partner upon the disclosing Partner's request, except that one copy may be retained for archival purposes. Unless otherwise agreed, no obligation hereunder shall extend beyond five years from the date of receipt of such information,

and the obligation does not apply to such Proprietary Information as was previously known to the receiving Partner free of any obligation to keep it confidential or has been or is subsequently made public by the disclosing Partner or a third party. Such Proprietary Information shall be kept confidential by the receiving Partner and shall be used only for performing the covenants contained in these Articles and may be used for such other purposes only upon such terms as may be agreed upon between the disclosing Partner and receiving Partner in writing.

ARTICLE TWENTY

CONSTRUCTION

For purposes of these Articles, unless the context otherwise required:

(a) The terms defined in Article Three shall have the meaning assigned to them therein.

(b) The use of any gender in these Articles shall be deemed to include the other gender.

(c) The singular shall be deemed to include the plural, and vice versa.

(d) Accounting terms not otherwise defined herein shall have the meanings assigned to them in accordance with generally accepted accounting principles.

(e) The words "hereof", "herein", "hereby", and other similar compounds of the word "here" shall mean and refer to these Articles as a whole and not to any particular Article or provision.

(f) References herein to "Articles" and other subdivisions without reference to a document are to designated Articles and other subdivisions of these Articles.

(g) A reference to an "Exhibit" without reference to another document is a reference to an Exhibit to these Articles.

(h) The Table of Contents, Article and other subdivision headings and captions are inserted for purposes of convenience only and shall not be deemed to be a part hereof.

ARTICLE TWENTY-ONE

MISCELLANEOUS PROVISIONS

Section 21.01 - Warranties. Each Partner warrants as follows:

(a) It has the legal capacity to enter into and execute these Articles; and

(b) These Articles do not breach any of its existing agreements with other parties.

Section 21.02 - Successors and Assigns. These Articles shall inure to the benefit of and be binding upon the Partners and any additional or substitute Limited Partner or General Partner, and to their respective successors and assigns, except that nothing contained in this Section shall be construed to permit any attempted assignment or other transfer which would be unauthorized or void pursuant to any other provision of these Articles.

Section 21.03 - Severability. Every provision of these Articles is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such

illegality or invalidity shall not affect the validity of the remainder of these Articles; provided, however, that the general intent of these Articles shall not be voided thereby.

Section 21.04 - Non-Waiver. No provision of these Articles shall be deemed to have been waived unless such waiver is contained in a written notice given to the Partner claiming such waiver, and no such waiver shall be deemed to be a waiver of any other or further obligation or liability of the Partners in whose favor the waiver was given.

Section 21.05 - Applicable Law. These Articles and the rights and obligations of the Partners shall be interpreted in accordance with the laws of the State of Michigan. The Partnership will be bound by and fully comply with any applicable provisions of the equal employment opportunity laws, including any executive orders issued thereunder.

Section 21.06 - Entire Agreement. These Articles constitute the entire Limited Partnership Agreement between the Partners and shall supersede all previous negotiations, commitments, representations and writings.

Section 21.07 - Notices. All notices given by any Partner to any other Partner under these Articles shall be in writing, postage prepaid, addressed as follows (or to such other address as a Partner may specify in such a notice to all other Partners):

TO THE GENERAL PARTNER: Agri-Valley Communications, Inc.
 7585 Pigeon Road
 Pigeon, Michigan 48755

 ATTN: Edwin H. Eichler